

Ordinance #09-06

AN ORDINANCE TO AMEND TITLE 19, OF THE MUNICIPAL CODE OF THE TOWN OF NOLENSVILLE, TENNESSEE TO ADD CHAPTER 2, GRANTING FRANCHISE TO PIEDMONT NATURAL GAS COMPANY, INC.

WHEREAS, the Charter of the Town of Nolensville, Tennessee authorizes the Town to adopt regulatory activities necessary to promote health, safety and welfare of the inhabitants of the Town of Nolensville; and

WHEREAS, the Board of Mayor and Aldermen for the Town of Nolensville wish to exercise its authority to regulate floodplain issues within the Town of Nolensville; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF NOLENSVILLE that Title 19, Electricity and Gas, of the Nolensville Municipal Code is amended to add Chapter 2 as follows:

19-201. DEFINITIONS As used in this Ordinance, the following terms, words and phrases shall have the meanings respectively ascribed to them in this section:

"Company" shall mean Piedmont Natural Gas Company, Inc., a corporation organized under the laws of the State of North Carolina and authorized to do business in the State of Tennessee, and any successor in interest to Piedmont Natural Gas Company, Inc. under this franchise Ordinance.

"Town" or "Town of Nolensville" shall mean:

The Town of Nolensville, a municipal corporation located in Williamson County, Tennessee,

The area within the territorial Town limits of the Town of Nolensville and within the extraterritorial area surrounding the Town to the extent it may be lawfully included as presently or hereafter fixed by law or ordinance, or

The Board of Mayor and Aldermen of the Town of Nolensville or any officer or agent duly authorized in acting on behalf of the Town as a municipal corporation, as indicated by the context by which the term is used;

"Board of Mayor and Aldermen" shall mean the governing body of the Town of Nolensville;

"Gas" when used as an unqualified term shall mean either natural or artificial gas, by whatever process or processes derived or manufactured, or both such gases either separately or a mixture of them.

19-202. Authority granted. The Company is hereby granted the right to

construct operate and maintain a gas utilities system within the Town for production, transmission, distribution, and sale of gas to consumers and users within the Town and to the Town and any and all agencies and departments thereof.

The Company is hereby granted the right, authority and privilege to construct and install, operate, maintain, lay or relay, renew, replace and repair gas pipes, mains, pipelines, conduits, regulators, connections and services thereto, in, through, across, along and under streets, avenues, roads, public alleys, lanes, parks and squares, and other public places and ways in the Town for the production, pumping, handling, transmission, distribution and sale of gas for any and all purposes, subject to the terms and conditions hereinafter set forth in this Ordinance.

19-203. Cuts/Excavation. Whenever the Company shall cause any opening, excavation or alteration to be made in any street, lane or public place within the Town in the construction, operation or maintenance of any of its pipelines or other appliances owned or used by it, the Company shall repair and restore such portions of such streets, lanes or public places to the same condition in which it found them as nearly as practicable. Additionally, if the Company shall fail to restore the area to its approximate former condition within a reasonable period of time no less than thirty working days after notification by the Town, the Town shall proceed to restore such streets, lanes and public places as nearly as practicable to their original condition and the Town shall submit a statement of the costs for this restoration to the Company. The Company agrees to pay the Town for these costs within thirty days.

19-204. Term Length. This franchise is granted for a term of thirty years beginning from the date of approval by the Tennessee Regulatory Board, May 1, 2009 and ending at midnight May 1, 2039. This franchise supersedes any and all former rights or franchises of the Company to operate a gas utilities system in the Town with respect to all acts and things done or admitted to be done, on or after May 1, 2009.

19-205. Permit Fee. The Company shall not be obligated to the Town or any of its departments or agencies for any tax, license fee, other fee, or any other payment whatsoever, relating to the rights granted herein, other than that which is levied by state law.

19-206. Transfer Rights. The Company is hereby granted the right during the existence of this franchise to mortgage or hypothecate this franchise, together with all rights and privileges there under and any right or interest therein, as security for indebtedness, subject to acceptance by any legal successor in interest of the obligations, duties, liabilities, limitations and prohibitions set out herein and subject to the approval by the Tennessee Regulatory Authority or other governmental agency whose approval is required by law. The Company shall not assign or transfer its rights under this agreement, provided, however, that this provision shall not prohibit the Company from assigning its rights hereunder to the surviving corporation in any corporate reorganization in which the Company is a party.

19-207. Franchise Fees. The Company shall pay to the Town an amount equal to three percent (3%) of the annual gross revenues collected from all customers who are located and provided service by the Company within the geographical areas within the Town of Nolensville. The payment of the fee shall be on a quarterly basis, and the first payment shall be made by the Company within sixty (60) days after the approval by the TRA of the Ordinance. Thereafter, payment of such fee and the recovery thereof by the Company shall be pursuant to Tenn. Code Ann. Section 65-4-105(e).

19-208. Acceptance of Franchise. This Ordinance shall be submitted to the Tennessee Regulatory Authority pursuant to Tenn. Code Ann. Section 65-4-107 for approval and shall take effect from the day and date of its passage, but only after it has been accepted in all its terms and revisions by the Company, in writing, within sixty days after its passage; otherwise, the same shall be null and void and of no effect.

PIEDMONT NATURAL GAS COMPANY, INC.

BY: _____
Senior Vice President - Utility Operations

ATTEST:

Vice President, General Counsel, Corporate
Secretary and Chief Compliance Officer

TOWN OF NOLENSVILLE

BY: _____
Mayor

ATTEST:

Town Recorder

First Reading: ___May 7, 2009___

Second Reading: _____

TENNESSEE

WILLIAMSON COUNTY

This is to certify that on the _____ day of _____, 2009, before me came Michael H. Yount, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Senior Vice President - Utility Operations of Piedmont Natural Gas Company, Inc., and Jane R. Lewis-Raymond, with whom I am personally acquainted, who, being by me duly sworn, says that she is the Vice President, General Counsel, Corporate Secretary and Chief Compliance Officer of Piedmont Natural Gas Company, Inc.; that the Senior Vice President - Utility Operations and Vice President, General Counsel, Corporate Secretary and Chief Compliance Officer subscribed their names thereto, and the Company's corporate seal was affixed, all with the consent of the Board of Directors of the Company.

Witness my hand and official seal, this the _____ day of _____, 2009.

Notary Public

My Commission expires:

TENNESSEE

WILLIAMSON COUNTY

This _____ day of _____, 2009, personally came before me, Robert J. Notestine, III, Town Attorney of the Town of Nolensville who, being by me duly sworn, says that he is acquainted with Beth Lothers, Mayor of this Town, and that he saw the Mayor sign the foregoing instrument, and she signed her name in attestation of the execution of this instrument in the presence of the Mayor of this Town.

Witness my hand and official seal, this the _____ day of _____, 2009.

Notary Public

My Commission Expires:
